

MONTAGUE SELECTBOARD MEETING

1 Avenue A and VIA ZOOM

Tuesday, June 6, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/86357221964>

Meeting ID: 863 5722 1964 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:31 Executive session in accordance with G. L. c.30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, Kearsarge
3. 7:15 Approve Selectboard Minutes from May 22, 2023
4. 7:16 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 7:18 Kim Williams, JaDuke Center for the Performing Arts
 - Use of the Public Property close the loop at the end of Industrial Boulevard to hold a “Fun Run” 8/26/2023 11:00AM-1:00PM
6. 7:22 Kathy Davis, Representative for the Anchor House
 - Use of Montague Center Common Sunday, 7/9/23 for a rest stop for cyclists to rehydrate and rest during a week-long fundraiser ride to support the Anchor House
7. 7:26 Annie Levine, Market Manager, Great Falls Farmers Market
 - Use of Peskeompskut Park for Atlas Mobile Market, Thursday June 8, from 4:00-5:30PM
8. 7:30 Brian McHugh, FCRHRA
 - Authorize Payment #9 to Berkshire Design Group, in the amount of \$990.00 for professional landscape architectural, civil engineering and land surveying services for the **FY21 MONT CDBG** Avenue A Streetscape Phase III Continuation Project.
9. 7:35 Personnel Board
 - Appoint Easton Smith, Library Assistant, NAGE, Grade A, Step 2 effective 7/1/2023 (previously was a substitute Library Assistant)
 - Accept resignation of Mike Naughton, effective May 24, 2023, from the Six Town Regionalization Planning Board
 - Appoint Dorinda Bell-Upp, effective June 6, 2023, to the Six Town Regionalization Planning Board

Montague Selectboard Meeting
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10. 7:45 Ryan Paxton, Board of Health Director
- Request to Execute Intermunicipal Agreement with the Valley Health Collaborative to Participate in a MA DPH Public Health Excellence Shared Services Grant
11. 7:55 Jeff Singleton
- FRTA Updates
12. 8:10 Greg Garrison, Capital Improvements Committee
- Deliver Capital Improvement Committee's advisory recommendation of capital improvement projects to be funded by ARPA (American Rescue Plan Act)
13. 8:25 Town Administrator Report
- Discuss ARPA "Clawback" Provision in Federal Budget Deal - Implications for Montague
 - Execute Amended GAP II program grant agreement with the MA Department of Environmental Protection in the Amount of \$150,000
 - Amend MOU with the Franklin Regional Council of Governments for Legal Services related to the FERC Relicensing of the Northfield Mountain and Turners Falls Hydroelectric Facilities. Extend end date to 9/30/24 and increase total cost from \$2,500 to \$5,000
 - Senator Anne Gobi appointed first Director of Rural Affairs for Massachusetts
 - Thanks to the Franklin County Technical School Welding and Metal Fabrication Program for Building and Installing the New Highland Cemetery Archway
 - GMTA Bus Maintenance Facility Updates

OTHER:

Next Meeting: Selectboard, Monday, June 12, 2023 at 6:30 PM via ZOOM



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Kimberly Williams (Boulevard Dash)

Address of applicant: 110 Industrial Blvd. Turners Falls, MA

Phone # of applicant: (413) 863-0001

Name of organization: JaDuke Inc. - Boulevard Dash

Name of legally responsible person: Kimberly Williams

Location of assembly: 110 Industrial Blvd. Turners Falls, MA

Date of assembly: August 26th 2023

Time of assembly: Begin: 11:00 AM End: 1:00 PM

Number of expected participants: 100

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Fun Run

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

Signatures:

Police Chief: [Signature] Date: 5-16-23

Comments/Conditions: 1 Detail officer 10-2

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

BOULEVARD DASH



AUGUST 26TH

2023

11:00AM – 1:00PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackmer Insurance Agency 1147 Mohawk Trail Shelburne MA 01370	CONTACT NAME: Nadine West PHONE (A/C, No, Ext): (413) 625-6527 E-MAIL ADDRESS: nadine@blackmers.com FAX (A/C, No): (413) 625-8210														
INSURED Ja'Duke Inc, DBA: Ja'Duke Center for the Performing Arts 110 Industrial Blvd Turners Falls MA 01376	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Great American Assurance</td><td></td></tr><tr><td>INSURER B: Commerce Insurance Company</td><td></td></tr><tr><td>INSURER C: Hartford Fire Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Assurance		INSURER B: Commerce Insurance Company		INSURER C: Hartford Fire Insurance Company		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Assurance															
INSURER B: Commerce Insurance Company															
INSURER C: Hartford Fire Insurance Company															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Cert 2022**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAC506474615	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FDC622	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/>	N / A		08WECLG7828	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations usual to a performing arts center, preschool child care and/or theatre.

CERTIFICATE HOLDER**CANCELLATION**Town of Montague MA
1 Avenue A

Turners Falls

MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Anchor House / Kathy Drulis

Name of business/group sponsoring proposed event if applicable: Anchor House Foundation

If applicable, number of years your organization has been running this event in Montague? 1st yr.

Address 482 Centre St. Trenton NJ 08611

Contact phone 609-228-9495

Contact email kdrulis@anchorhouse.org

FID _____

Dates of proposed event 7/9/2023 Location: _____

Hours 9:30 AM - 11:30 AM Includes set up
Set Up: _____ Clean Up: 12 noon

Approximate number of people expected to attend 100

What provisions will be made regarding clean up of site? Volunteers with organization will clean up any trash

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☒ Other rest stop for charity bike ride

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Rest stop for cyclists to rehydrate + rest
Self contained group of volunteers will set up tables
w/ fruit + snacks / water for cyclists

Fully & specifically describe the premises upon which the proposed event is to take place.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

NO

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

No alcohol

Table w/ snacks / water (Tent if hot in sun + some chairs)

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

None

What provisions will be made regarding first aid and emergency medical care?

We have first aid med. supplies with us

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? NO

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$2 Million Group.

will provide if permission is granted

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Kathleen S. Dineen

Date 5/17/23

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____



Help the Kids!

Please help us as we ride our 45th Anchor House Ride for Runaways

This summer, 200+ fundraisers will cycle and walk or run to support Anchor House. Our "classic" ride participants will depart for a challenging, one week, 500-mile group bike ride starting in Northampton, MA and ending in Trenton, NJ from July 8 -15th. Our "flex" riders will cycle their 500 miles while our walkers and runners will record their 100 miles from June 3 – July 15th.

The goal:

To raise awareness and money necessary to keep the doors of Anchor House open. Your support will help to sustain its many programs available to thousands of youth and their families whose lives we have impacted for over 45 years.



Anchor House Inc. provides a safe haven where abused, runaway, homeless, aging out and at-risk youth and their families are empowered to succeed and thrive. Our services are offered to young people ages 12-24.

These services include:

- ❖ *Crisis Intervention*
- ❖ *Emergency Shelter*
- ❖ *Transitional Living Programs*
- ❖ *Supportive and Stable Housing Programs*
- ❖ *Street Outreach*
- ❖ *School Outreach*
- ❖ *Life Skills*
- ❖ *Case Management*
- ❖ *Counseling*
- ❖ *Mental Health Services*
- ❖ *Substance Prevention Education*
- ❖ *Parent Support Groups*
- ❖ *Community Groups*

Here's how you can help

- ① Donate to a participant at www.anchorhouseride.org
- ② Or send a donation to:
Anchor House Foundation
482 Centre St
Trenton, NJ 08611



Day 1 Northampton Loop

59.9 miles

Leg	Dir	Type	Notes	Total
	→	Right	Conz St.	0.0
0.1	↑	Generic	2nd exit onto Pleasant St	0.1
0.7	→	Right	Main St / MA 9 East	0.8
0.1	←	Left	Market St	0.9
0.5	←	Left	Woodmont Rd	1.4
0.2	→	Right	Norwottuck Rail Trail & follow 11 mi.	1.5
9.2	←	Left	Station Rd-leave trail.	10.7
1.1	←	Left	Warren Wright Rd	11.8
0.5	←	Left	Old Amherst Rd	12.4
0.3	←	Left	Federal St. / MA 9	12.7
0.2	→	Right	Harkness Rd	12.9
1.1	→	Right	S Valley Rd	14.0
0.9	↑	Straight	Onto N Valley Rd	14.9
1.3	←	Left	Buffam Rd	16.2
4.8	→	Right	Leverett Rd	20.9
0.9	←	Left	Wendell Rd	21.8
0.1	↑	Food	SAG 1	21.9
1.9	←	Slight Left	Locks Pond Rd	23.9
1.9	←	Left	Lakeview Rd	25.8
5.6	↑	Straight	Onto MA 47 @ XR	31.4
1.2	↑	Food	SAG 2	32.6
0.4	←	Left	Greenfield Rd	33.0
1.8	↑	Straight	Cross trail bridge	34.8
2.2	←	Left	Canalside Rail Trail Bridge	36.9
0.1	↑	Straight	Bike/pedestrian bridge	37.0
0.6	→	Right	McClelland Farm Rd	37.6
0.1	←	Left	E Deerfield Rd/River Rd	37.7
8.1	←	Left	Bear left and..	45.9
0.0	←	Left	MA-116/Sunderland Rd.	45.9
0.6	↑	Food	SAG 3	46.5
0.2	←	Left	S Main St / River Rd	46.7
9.3	→	Right	Norwottuck Rail Trail	56.0

Leg	Dir	Type	Notes	Total
2.5	←	Left	Woodmont Rd	58.5
0.2	→	Right	North St b/c Market St.	58.7
0.5	→	Right	Main St/MA-9 W	59.1
0.1	←	Left	Pleasant St	59.3
0.5	→	Right	Wright Ave	59.7
0.1	←	Left	Conz St	59.8
0.0	→	Right	Into hotels	59.9

Ride With GPS · <https://ridewithgps.com>



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Great Falls Farmers Market

Name of business/group sponsoring proposed event if applicable: _____

If applicable, number of years your organization has been running this event in Montague? 30

Address 1 Avenue A, Turners Falls, MA 01376

Contact phone 781-492-7663

Contact email greatfallsfarmersmarketurners@gmail.com

FID _____

Dates of proposed event Thursdays, June-Oct Location: Parked on Avenue A alongside park

Hours 1.5 Set Up: _____ Clean Up: _____

Approximate number of people expected to attend 30

What provisions will be made regarding clean up of site? n/a

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☒ Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

The Great Falls Farmers Market is sponsoring a midweek opportunity for residents to use their SNAP and Healthy Incentives Program (HIP) benefits through the Atlas Farm Mobile Market.

Fully & specifically describe the premises upon which the proposed event is to take place.

The mobile market will park alongside the Avenue A side of the park, and will operate from there.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

☐ merchandise

☒ food/beverage

☐ alcohol

☐ other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

N/A

What provisions will be made regarding first aid and emergency medical care?

N/A

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? _____

N/A

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant 

Date 6/1/23

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____





**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
splesant@fcrhra.org

**AUTHORIZATION TO DISBURSE
Invoice # 2022-108-8
Project No. 2022-108
TOWN OF MONTAGUE FY21 CDBG
FY21 Avenue A Streetscape Phase III Continuation (6B)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Date: June 5, 2023

Total Contract	30,000.00
Total Paid to Date:	23,026.00
Balance:	6,974.00
This Invoice #9	990.00
Balance:	5,984.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period April 1, 2023 to April 31, 2023.

See attached invoice #9 dated 05/09/23 in the amount of \$990.00	FY21MONT \$990.00
--	------------------------------

I reviewed these invoices on 05/19/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 990.00**



Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



Berkshire Design Group

4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2022-108-9

May 9, 2023

Project No: 2022-108

Re: Montague - Avenue A Streetscapes Phase III - 2022

For professional landscape architectural, civil engineering and land surveying services listed below for the period April 1, 2023 to April 30, 2023:

Email invoices to: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	100.00%	0.00%	\$0.00
Construction Administration	\$22,000.00	72.80%	4.50%	\$990.00
	<u>\$30,000.00</u>			
Subtotal Task Charges				\$990.00
INVOICE TOTAL				\$990.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Town of Montague

Personnel Status Change Notice

Rate Changes

Authorized Signature: _____

Employee # 2008**General Information:**Full name of employee: Easton SmithDepartment: LibraryTitle: Library Assistant Effective date of change: 07/01/2023**Grade/Step/COLA Change:**Union: NAGEOld Pay: Grade N/A Step N/AWage Rate: \$15.00 (~~annual~~/hourly)

Wage Rate: _____ weekly

Weekly Incentive: _____ (Police Only)

New Pay: Grade A Step 2Wage Rate: \$16.75 (~~annual~~/ hourly)

Wage Rate: _____ weekly

Weekly Incentive: _____ (Police Only)

Wage Rate: _____ 1st week if different

Wage Rate: _____ last week if different

Stipends

For: _____

Wage Rate: _____ (annual)

Weekly Amount: _____

Wage Rate: _____ 1st week if different

Wage Rate: _____ last week if different

For: _____

Wage Rate: _____ (annual)

Weekly Amount: _____

Wage Rate: _____ 1st week if different

Wage Rate: _____ last week if different

Notes: Easton had been a substitute library assistant, but will now fill a regular 13hr/wk position at the Carnegie Library

Copies to:_____
Employee_____
Department_____
Board of Selectmen_____
Treasurer_____
Accountant_____
Retirement Board

Gentlepeople,

After much thought, I am resigning from the Six Town Regionalization Planning Board, effective today. I had hoped to finish out my term, which ends June 30, but I won't be able to do that. There are some important meetings coming up, notably on May 30 and June 7, and there will be important work following those meetings. I have reluctantly concluded that I will not be able to effectively represent the interests of Montague at those meetings and going forward, and so I am stepping down.

I have tried to do my best for the town and its students during my time on the STRPB. I will be happy to offer whatever assistance I can to my successor.

Yours sincerely,
Mike Naughton

Name: Bell-Up, Dorinda

MONTAGUE APPOINTED OFFICIAL

NAME: Dorinda Bell-Up

DATE: 6/7/2023

COMMITTEE: Six Town Regionalization Planning Board

TERM: 1 year, 23 days

TERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 06/07/23

Dorinda Bell-Up personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Six Town Regionalization Planning Board according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

**THE VALLEY HEALTH REGIONAL COLLABORATIVE
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Inter-Municipal Agreement (hereinafter "Agreement"), is entered into by and between the Massachusetts municipalities of Greenfield, Deerfield, Leverett, Montague, Shutesbury, and Sunderland, hereinafter referred to collectively as the "Municipalities," and individually as a "Municipality," and the City of Greenfield in its capacity as Host Agent of the Valley Health Regional Collaborative (hereinafter referred to as "Collaborative") this ____ day _____ 2023, as follows:

WHEREAS, the City of Greenfield was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the "Grant Program") to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health's (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH's June 2019 Report by increasing local public health capacity through regional shared services programs and agreements;

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health by entering this Agreement;

WHEREAS, the City of Greenfield, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the "Program Manager";

WHEREAS the municipalities have obtained authorization for this joint agreement pursuant to M.G.L. c. 40, §4A by, in the case of the City of Greenfield a vote of the City Council with the approval of the Mayor and in the case of the towns by a vote of their Boards of Selectmen as attested to by certified copies thereof contained in Exhibit A, and the Board of Health of each Municipality has also recommended approval of this Agreement;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the "Valley Health Regional Collaborative," which shall hereinafter be referred to as the "Collaborative." The Collaborative, acting by and through an advisory board known as the Valley Health Steering Committee (hereinafter referred to as "VHSC"), as established in Section 6 of this Agreement, and Program Manager, will

coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the City of Greenfield and the Commonwealth of Massachusetts, attached hereto as Exhibit B, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the "Shared Services Program").

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the City of Greenfield, acting as the "Lead Municipality," shall oversee the Grant Program and the shared services program provided for herein (the "Shared Services Program"). As the Lead Municipality, the City of Greenfield shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The VHSC must approve any and all grants or grant applications submitted by the Collaborative. The City of Greenfield, shall act as the Municipalities' purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the VHSC, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the VHSC and appropriation by each Municipality, to the extent required.
4. Shared Services Staff. The City of Greenfield, as Lead Municipality, may hire and employ a Shared Services Coordinator, a Shared Services Nursing Supervisor, Public Health Nurse, Epidemiologist, Inspector, Social Worker, and other potential Shared Services Staff through Public Health Excellence Grant funding to provide direct public health services to the Municipalities. Shared Services Staff are to serve each of the Participating Municipalities, as needed and agreed upon, and to fulfill their respective duties.
5. Shared Service Coordinator. The City of Greenfield as Lead Municipality, shall hire and employ a Shared Services Coordinator, who may or may not be the City of Greenfield's Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in

accordance with the Grant Program Scope of Services, attached hereto as Exhibit C and incorporated herein. The Shared Services Coordinator shall report to the VHSC and shall keep records of all funding and expenditures for review by the VHSC, and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any City of Greenfield Health Department staff working on behalf of the Collaborative or the VHSC shall be considered employees of the City of Greenfield and shall be accorded all benefits enjoyed by other City of Greenfield employees within the same classification as they are or shall be established.

6. Advisory Board.

The Collaborative's advisory board, the Valley Health Steering Committee ("VHSC"), shall be convened monthly by its Chair or co-Chairs.

- a. **Composition:** one member shall and an alternate may be appointed by each municipality's Board of Health to the VHSC. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. If an alternate is appointed, this second representative shall be an associate member who shall sit on the VHSC as a full member and may vote only when the full voting member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law. The Shared Services Coordinator will be a non-voting member of the VHSC; however, in the event of a tie would be permitted to cast a deciding vote.
- b. **Voting:** One municipality, one vote. Every voting member shall have an equal voice in determining shared priorities and services to be provided. VHSC members will strive to reach decisions and conduct all meetings through consensus.
- c. **Quorum:** A majority of the number of municipalities with seats on the VHSC shall constitute a quorum for the purposes of transacting business. The VHSC may act by a simple majority of members present and eligible to vote unless otherwise provided herein.
- d. **Roles and Responsibilities of the VHSC:**
 - 1) Meet on a monthly basis subject to cancellation, but at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advice on Collaborative staff priorities.
 - 4) Adopt any Collaborative-wide policies, initiatives and recommended regulations.
 - 5) Review and provide recommendations on operating budgets.
 - 6) Assure compliance with all mandatory reporting requirements as proscribed by the Office of Local and Regional Health ("OLRH").
 - 7) Review financial status and financial statements provided by the Shared Services Coordinator.

- 8) Review and provide recommendations on reports from staff.
- 9) Assure attendance at monthly or other grant holder meetings convened by Department of Public Health ("DPH" and OLRH.
- 10) Serve as an active resource to the Shared Services Coordinator and the Shared Services Staff for the effective deployment of all Shared Services Staff assigned to work directly with a member's municipality.
- 11) Approve shared services staff.

e. Meetings. The VHSC shall meet monthly, unless agreed upon by the majority of VHSC members to cancel a regularly scheduled meeting and may schedule additional meetings, as necessary. The VHSC shall meet at least quarterly. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time.

7. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the VHSC within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with shared services staff.
- b. Each Municipality will be a member of the VHSC as established pursuant to this Agreement, and appoint and maintain at least one VHSC representative at all times.
- c. Each Municipality will use best efforts to ensure that a VHSC member or alternate from the Municipality will attend all VHSC meetings (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary information as agreed to by the VHSC and pursuant to the reporting policy established pursuant to Section 6 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the VHSC, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
8. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, VHSC, or the Lead Municipality pursuant to this Agreement, shall be deposited with the treasurer of the Lead Municipality and held as a separate account and may be expended, with the approval of the VHSC and with compliance with the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from the Department of Public Health without further appropriation.

The VHSC may approve a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the Lead Municipality may retain pursuant to Section 5 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the VHSC, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines and all in compliance with municipal finance law.

The Lead Municipality, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Lead Municipality shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the VHSC and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the VHSC will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence

Grant from the Department of Public Health administered by the Lead Municipality. It is the intention of the Lead Municipality to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating Municipalities. Execution of this Agreement does not obligate any participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by the Lead Municipality and expended pursuant to the terms of this Agreement.

9. Other Municipal Services. The Municipalities of the Collaborative may request the VHSC to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only when this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the VHSC may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The VHSC must approve any and all grant applications submitted by the Collaborative. The VHSC may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

10. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipality, and not regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of their current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
11. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its

agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The City of Greenfield and the Municipalities shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, \$3,000,000 aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

12. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program, the Department of Public Health and no less than a two-thirds vote of the VHSC shall be required to approve said entrant in addition to, in the case of Greenfield, a favorable vote of the City Council with the approval of the Mayor and in the case of the Towns, a favorable vote of the Board of Selectmen.
13. Withdrawal. In the case of any Municipality other than the Lead Municipality, the Municipality's Board of Health may recommend and the Select Board may vote to withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations of the withdrawing Municipality under this Agreement and present the same to the withdrawing Municipality for payment within thirty (30) days thereafter.

To the extent permitted by the Grant Program and any other grant, the Board of Health of the Lead Municipality may recommend and the City Council with the approval of the Mayor may vote to withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the VHSC, and a new Lead Municipality shall thereafter be designated by the VHSC, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the withdrawing Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the VHSC and the withdrawing Lead Municipality shall pay any of its own outstanding unpaid financial obligations under this Agreement within thirty (30) days of its withdrawal.

Any Municipality shall withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's

continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The VHSC, by vote of the remaining members and to the extent permitted by any grant or other funding agreement, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement.

14. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the VHSC, at a meeting of the VHSC called for that purpose; provided that the representative's vote has been authorized in the case of Greenfield, by the City Council with the approval of the Mayor and in the case of the towns by a vote of the Boards of Selectmen.. Any termination vote shall not be effective until the passage of at least sixty (60) days.
15. Conflict Resolution. The VHSC may hold additional meetings to discuss and attempt to resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
16. Financial Safeguards. The Lead Municipality shall prepare and maintain records of all services performed for each of the Municipalities pursuant to the requirements of M.G.L. c. 40 §4A
17. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities and, as applicable, in compliance with section 11 entitled "Entrance."
18. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all participating Municipalities' chief executive officer as required by M.G.L. c. 40, § 4A.
19. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
20. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

21. Headings. The paragraph headings herein are for convenience only, are not part of this Agreement, and shall not affect the interpretation of this Agreement.
22. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
23. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail.
24. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

SIGNATURE PAGES TO FOLLOW

WITNESS OUR HANDS AND SEALS as of the first date written above.

THE TOWN OF DEERFIELD

By _____
Chair

By _____
Member

By _____
Member

By _____
Member

By _____
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

Board of Health, Chair
As Duly authorized by a majority vote of his/her Board of Health

THE TOWN OF LEVERETT

By _____
Chair

By _____
Member

By _____
Member

By _____
Member

By _____
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

Board of Health, Chair
As Duly authorized by a majority vote of his/her Board of Health

THE TOWN OF MONTAGUE

By _____
Chair

By _____
Member

By _____
Member

By _____
Member

By _____
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

Board of Health, Chair
As Duly authorized by a majority vote of his/her Board of Health

THE TOWN OF SHUTESBURY

By _____
Chair

By _____
Member

By _____
Member

By _____
Member

By _____
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

Board of Health, Chair
As Duly authorized by a majority vote of his/her Board of Health

THE TOWN OF SUNDERLAND

By _____
Chair

By _____
Member

By _____
Member

By _____
Member

By _____
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

Board of Health, Chair

As Duly authorized by a majority vote of his/her Board of Health

CITY OF GREENFIELD

As voted by the City Council on May _____, 2023

Approved

By _____
Mayor, Roxanne Weingarten

Recommended by its Board of Health:

Board of Health, Chair
As Duly authorized by a majority vote of his/her Board of Health

**Massachusetts Department of Public Health
Office of Local and Regional Health
Public Health Excellence Grant Program for Shared Services
RFR #214333
Municipality Statement of Commitment**

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

Verrett

Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name [Signature] Title Executive Admin Date 10/31/22

Name [Signature] Title interim chairperson Date 10/31/22

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

Note for the lead municipality/agency: This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

**Massachusetts Department of Public Health
Office of Local and Regional Health
Public Health Excellence Grant Program for Shared Services
RFR #214333
Municipality Statement of Commitment**

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

SUNDERLAND

Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name [Signature] Title Town Administrator Date 10/31/22
Name [Signature] Title Board of Health VICE CHAIR Date 10/31/22

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

Note for the lead municipality/agency: This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

**Massachusetts Department of Public Health
Office of Local and Regional Health
Public Health Excellence Grant Program for Shared Services
RFR #214333**

Municipality Statement of Commitment

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

Montague

Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name Melanie A. Zamiat Title BOH Chair Date 9/21/22
Name [Signature] Title Selectboard Chair Date 10/4/2022

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

Note for the lead municipality/agency: This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

Massachusetts Department of Public Health
Office of Local and Regional Health
Public Health Excellence Grant Program for Shared Services
RFR #214333
Municipality Statement of Commitment

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

The Town of Deerfield

Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name Carolyn Shores Title Board of Health/Selectboard Date 11/1/2022

Name TA Title Town Administrator Date 11/1/2022

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

Note for the lead municipality/agency: This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

Massachusetts Department of Public Health
Office of Local and Regional Health
Public Health Excellence Grant Program for Shared Services
RFR #214333
Municipality Statement of Commitment

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

SHUTESBURY

Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name C. Thomas H. H. Title Chair BOH Date 11/1/22

Name Rita Jarrell Title Selectboard Chair Date 11/1/22

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

Note for the lead municipality/agency: This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#) and [Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#), which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: CITY OF GREENFIELD TOWN HALL		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-8, W-4): 14 COURT SQ GREENFIELD, MA 01301-3547		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Jennifer Hoffman	Phone: 413-772-1404x2	Billing Address (if different):	
E-Mail: jennifer.hoffman@greenfield-ma.gov	Fax:	Contract Manager: Deandra Russo	Phone: 857-363-0475
Contractor Vendor Code: VC8000191808		E-Mail: Deandra.russo@mass.gov	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF1200P0121433174	
		RFR/Procurement or Other ID Number: 214333	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all grants \$15 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to _____, 20____ Amendment: Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under \$15 CMR 9.00 . <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>288,750.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Public Entities PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>08/30/2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10.7.2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Roxanne Wedegarten</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: CITY OF GREENFIELD TOWN HALL
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191808

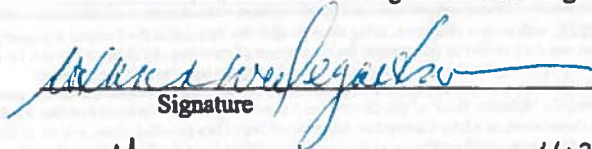
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Roxann Wedegarten	Mayor
Jennifer Hoffman	Health Director
Danielle Letourneau	Chief of Staff

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 10.7.2022

Title: Mayor

Telephone: 413 772 1560

Fax:

Email: Roxann.Wedegarten@greenfield-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

• **CONTRACTOR AUTHORIZED SIGNATORY LISTING (CASL)**

A Contractor Authorized Signatory Listing (CASL) form must be signed with an **authorized signature**, dated and returned via email scan for each new contract or amendment contract package.

If you have any questions about your contract package, please contact **Deandra Russo** at **Deandra.russo@mass.gov**.

Please sign with an **authorized signature** and return the contract package via email scan to **Deandra Russo** at **Deandra.russo@mass.gov**, no later than close of business **10/17/2022**.

Sincerely,
Sam Wong
Bureau Director
Office of Local and Regional Health

Acceptable forms of Authorized signatures:

1. Traditional hand drawn "wet signature" (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device;
 - b. An uploaded picture of the signatory's hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

Please Note:

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, are **not** acceptable forms of electronic signature.



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

10/06/2022

CITY OF GREENFIELD TOWN HALL
14 COURT SQ
GREENFIELD, MA 01301-3547

Attn: Jennifer Hoffman

R/E: Contract #: INTF1200P01214333174

This letter is to inform you that the Massachusetts Department of Public Health, DPH Offices has awarded CITY OF GREENFIELD TOWN HALL a contract as a result of the review of your response to RFR# 214333 - PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES. The effective start date of the contract shall be the anticipated start date specified in the Standard Contract Form or a later date the Standard Contract Form has been executed by an authorized signatory of the Department of Public Health. The contract will be in effect through 06/30/2023 with options for renewal through 06/30/2033.

The contract total maximum obligation is \$296,750.00.

Listed below is the contract budgeted funding amounts:

Current Year	08/24/2022	06/30/2023	\$296,750.00
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If you have questions about your award please contact your program manager Sarah Trager at Sarah.Trager@mass.gov.

Enclosed please find a Standard Contract package for you to review, sign and return via email scan. Please take note of the following:

- **STANDARD CONTRACT FORM**

This form must be signed with an authorized signature, dated and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

Department of Public Health

Vendor Name City of Greenfield		DPH Bureau/Program Name Public Health Excellence for Shared Services Grant Program	
Vendor Code VC8000191808	Fiscal Year 2023	Contract Number INTP1200P01214333174	RFR# 214333
		Today's Date 10/6/2022	

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
1. Direct Care/Prog. Support Staff					
Health Director Greenfield	0.10	\$ 9,000.00	\$ -		To organize, meet and train within the collaborative 37.5 hours/week to organize information, meetings and grant management Shared coverage within the collaborative Shared coverage within the collaborative Shared coverage within the collaborative
Shared Services Coordinator	1.00	\$ 60,000.00	\$ -		
Nurse	1.00	\$ 70,000.00	\$ -		
Nurse	0.50	\$ 40,000.00	\$ -		
Health Inspector	1.00	\$ 55,000.00	\$ -		
SUB TOTAL	3.60	\$ 234,000.00	\$ -		
Fringe Benefits <input type="text" value="15.00%"/>		\$ 27,750.00			
1. TOTAL DIRECT CARE/PROGRAM STAFF		\$ 261,750.00	\$ -		Only employees greater than 20 hours a week are eligible for benefits

Program Component	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Justification (D)
2. Other Direct Care/Program			
Training	\$ 10,250.00	\$ -	To complete credentialing among inspectors and nurses 2 WinWam Licenses
WinWam Software (2)	\$ 8,000.00	\$ -	
2. TOTAL OTHER DIRECT/PROGRAM	\$ 18,250.00	\$ -	

Occupancy			
Program Facility			
Facility Operations, Maint. and Furn.	\$ -		
3. TOTAL OCCUPANCY	\$ -	\$ -	
SUB TOTAL: 1 + 2 + 3	\$ 280,000.00	\$ -	
Administrative Support			
Max Cap Amount: <input type="text" value="5.98%"/>			
4. AGENCY ADMIN. SUPPORT	\$ 16,750.00		
TOTAL 1 + 2 + 3 + 4 + 5	\$ 296,750.00	\$ -	

- ☐ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- ☐ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- ☐ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
- ☐ Enhanced behavioral health services in schools
- ☐ Behavioral health facilities & equipment
- ☐ Technical assistance on mitigation of COVID-19 threats to public health and safety
- ☐ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
- ☐ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- ☐ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- ☐ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- ☐ Services for pregnant women or infants born with neonatal abstinence syndrome
- ☐ Support for equitable access to reduce disparities in access to high-quality treatment
- ☐ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
- ☐ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery

Staffing

Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement, represent diverse populations, comply with the SCLRPH workforce standards. They may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and Clerk. The vendor will participate in the workforce standards assessment and will submit a workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee must have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and training. This could be the individual serving in the shared services coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Use of funds for capital expenses are discouraged; special requests may be considered by DPH and decisions will be communicated in writing. Funds cannot be used to supplant existing municipal funding for public health services.

\$50,000 of this award must be used solely for Personnel Costs to comply with the CDC Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response. Award# 1 NU90TP922143-01-00, CFDA# 93.354

Additional funding is also provided by State and Local Fiscal Recovery Funds (CSFLRF) CFDA# CFDA 21.027 Public Health subcategory

Allowable expenses:

- COVID-19 mitigation and prevention and behavioral health care services are presumed eligible when provided to the general public or an impacted individual or class
 - ☐ Vaccination programs, including vaccine incentives and vaccine sites
 - ☐ Ventilation system installation and improvement
 - ☐ Testing programs, equipment and sites
 - ☐ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ☐ Public communication efforts
 - ☐ Public health data systems
 - ☐ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ☐ Medical and PPE/protective supplies
 - ☐ Public telemedicine capabilities for COVID-19 related treatment
 - ☐ Support for isolation or quarantine

1. Identify and maintain a management position from the lead entity to coordinate between municipalities and with DPH.

2. Maintain documentation of letters of commitment to be part of the Shared Services Area from all municipalities. DPH and the vendor must agree upon changes to the involved municipalities.

3. Maintain a Shared Services Coordinator position.

4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).

5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.

6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about district policies, personnel, operations, and finances. Submit draft and executed inter-municipal agreements to OLRH.

7. Enhance the capacity of a shared service area to acquire, store, and use data to improve public health. Utilize MAVEN, MIIS, and new public health data reporting system under development.

8. Participate in local board of health/health department capacity assessment and workforce standards assessment using the tools OLRH and its partners provide.

9. Agree to lead a Regional Training Hub or collaborate with your designated Regional Training Hub.

10. Provide effective, equitable, understandable, and respectful quality care and services responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. <https://www.mass.gov/service-details/clas-national-standards>

11. Provide quarterly narrative progress updates and expense reports and an annual report in a format and method provided by OLRH.

12. Attend contract, training, learning collaborative, and evaluation meetings provided by OLRH staff and its partners. Required engagements will include attending racial equity training and participating in various technical assistance activities (e.g., legal, inter-and intra-municipal relations and communications, etc.).

13. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.

14. Submit a full, detailed workplan 60 days after completing the capacity assessment, or later date to be determined, for the shared services area in a format, content, and method provided by OLRH. These work plans will be informed by improvement plans, which will result from a capacity assessment.

15. Submit a complete, detailed strategic plan by June 30, 2023, or a later date to be determined, for the shared services area in a format, content, and method provided by OLRH. These strategic plans will be based on the results of a capacity assessment.

16. Ensure 100% continuous MAVEN coverage for all municipalities in shared services arrangement

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH ROUTING SLIP REPORT

Encumbrance Contract

Contract number: INTF1200P01214333174 - CT
Vendor Name: CITY OF GREENFIELD TOWN HALL
Bureau: DPH Offices
Vendor Contact: Jennifer Hoffman
Bureau Program Manager: Sarah Trager
Bureau Contract Manager: Deb Dinkins
POS Contract Manager: Deandra Russo

Vendor Phone Number: 413-772-1404x2100
Bureau Program Email: Sarah.Trager@mass.gov
Bureau Phone Number: 617-624-5817
POS Phone Number: 857-363-0475

Task	Yes/No	Completed	By Whom	Phone	Role
Enter Encumbrance Information		08/24/2022	Deb Dinkins	617-624-5817	Bureau Liaison
Award Letter required		08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison
COMMBUYS Summary Page attached		08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison
Special Conditions uploaded	Yes	08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison
RFR Provider Responses attached		08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison
Scope of Services Form attached		08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison
Budget Attached		08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison
Print Routing Slip		08/12/2022	Deb Dinkins	617-624-5817	Bureau Liaison

Scope of Services

Contract ID #: INTF1200P01214333174

New Contract

Your municipality is receiving funding for FY23 to advance the recommendations of the Special Commission on Local and Regional Public Health in its final report of June 2019 – Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections (Blueprint), for the entire shared services partnership. This funding has a contract end date of June 30, 2023. The contract start date will be the date the DPH Signatory executes the contract form.

A PHE budget plan is attached to your contract to expedite the processing and disbursements of funding. Please submit a revised PHE budget plan to Sarah Trager, Assistant Director of Policy, Planning, and Operations, within two weeks of receiving the fully executed contract.

The first of four installments of PHE FY23 funds is 25% of the total contract and will be sent to you upon execution of your completed package. Reports should be submitted to include progress on the scope of service deliverables as well as progress on the deliverables stated in the NOI. The quarterly reports are due, on December 31, 2022, January 31, 2023, April 30, 2023, and July 31, 2023.

Contract Conditions

Contract ID#: INTF1200P01214333174

We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments.

Provider Name: CITY OF GREENFIELD TOWN HALL

Signature: 

Date: 10.7.2022

EXHIBIT C

Public Health Excellence Grant Program Scope of Services

Primary Goal of Public Health Excellence

To increase Local Public Health's ability and capacity to meet statutory and regulatory requirements by implementing sharing of public health services across municipalities.

How

- Develop processes for work and communication across the partner Municipalities.
- Share best practices, challenges, and build relationships with the partner Municipalities and other PHE Grantees.
- Use and share OLRH tools, trainings, and resources.
- Connect with OLRH Program Coordinator for support.

Framing

How does this [project, strategy, tool, technology, dedicated staff] help us to meet statutory and regulatory requirements?

The City of Greenfield, as the lead agency for the Public Health Excellence for Shared Services Grant, shall provide the following services in coordination with member Municipalities:

- 1) Hire and employ a Shared Services Grant Coordinator, a Shared Services Nursing Supervisor/Coordinator, Public Health Nurse, Health Inspector, Epidemiologist, and a Social Worker. Other potential shared services staff may be hired through PHE Grant funding to provide direct public health services to the Municipalities. Shared Services Staff are to serve each of the participating Municipalities, as needed and agreed upon, and to fulfill their respective duties.
- 2) A Shared Services Grant Coordinator (.5FTE) will support the City of Greenfield (as PHEG lead agency) and the partner Municipalities. The Coordinator will be based in Greenfield and report to the Program Manager (Greenfield Health Director) and the Valley Health Steering Committee (VHSC). Coordinates reporting, meetings, communication, and administrative functions amongst the Municipalities.
 - a) The Coordinator will work on a regional basis to ensure PHE Grant management and coordination, helps in fostering a sense of commitment for Shared Services within the VHSC and partner communities through outreach, engagement, works with the Program Manager for support and delivery of shared nursing, inspectional, and epidemiological resources for the participating health departments, as well as efforts to secure resources for ongoing work of the shared service initiative.
 - b) The Grant Coordinator duties include working with the Program Manager to perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement and shall report to the VHSC and shall keep records of all funding and expenditures for review by the Board, and provide periodic financial status updates.

- c) The Grant Coordinator shall, acting on behalf of the VHSC, convene monthly meetings of the Valley Health Steering Committee ("VHSC"), schedule additional meetings as deemed necessary (virtual and in-person), ongoing communication, and other VHSC administrative functions; and, is responsible for recording minutes and distributing meeting minutes and meeting reminder notices to VHSC members in a timely manner; communicate PHEG-related meetings, trainings, and resources to the VHSC; work with the Program Manager to compile quarterly reports; and, perform other duties as required by the PHEG and as requested by the VHSC.
 - d) Works with the VHSC to adopt practices, policies, communication protocols, and procedures that best meet the needs of the group.
 - e) Works with the Program Manager and the shared services Nurse Supervisor/Coordinator to manage the shared service framework, in cooperation with the VHSC and partner municipal public health department leads, in order to set priorities for the shared staff and provide a system that allocates staff hours across the shared service area.
 - f) Supports the management and ongoing staffing of the shared nursing, inspectional and epidemiological staff serving Municipalities to ensure work meets priorities.
 - g) Works with Program Manager and the Shared Services Nurse Supervisor/Coordinator to develop a system to track hours and activities conducted by shared staff, and to summarize and share data with the participating municipalities; drafts reports on the work undertaken by the shared staff for presentation to the VHSC and Municipalities.
 - h) Works with the Program Manager and the Shared Services Nurse Supervisor/Coordinator to convene regular check-in meetings with the PHEG shared services nurses and Health Inspector, as well as meetings and site visits with member town public health staff and Board of Health chairs.
- 3) A Nurse Shared Services Supervisor/Coordinator (.5FTE) will work on a regional basis to ensure coordination of the work to be conducted by the shared services nursing staff through interfacing with the Program Manager, the Municipalities, and the shared services nurses. The Nurse Supervisor/Coordinator will report to the Program Manager and the VHSC.
- a) The Nurse Supervisor/Coordinator works with the Program Manager, the Shared Services Grant Coordinator, and the VHSC to ensure delivery of shared nursing, inspectional, and epidemiological resources for the Municipalities, and the gathering of epidemiological data from the Municipalities, the shared services staff and reporting the data to the Massachusetts Department of Health.
 - b) Supports the management and ongoing staffing of the shared nursing, inspectional and epidemiological staff serving the Program Manager and the VHSC to ensure work meets priorities.
 - c) Works with Program Manager and the Shared Services Grant Coordinator, in cooperation with the VHSC and partner municipal public health department leads, to set priorities for the shared staff and provide a system that allocates staff hours across the shared service area. This should include a means for requesting the assistance of shared staff support by health departments. The framework may be updated regularly over time to align with changing priorities.

- d) Works with the Program Manager and the Shared Services Grant Coordinator to develop a system to track hours and activities conducted by shared services staff.
 - e) Works with the Program Manager and the Shared Services Grant Coordinator to convene regular check-in meetings with the PHEG shared services nurses, as well as meetings and site visits with member town public health staff and Board of Health chairs, as needed.
 - f) Supports the Program Manager, the Shared Services Grant Coordinator, and VHSC members in working with public health staff within the municipalities to design and implement program initiatives and special projects to improve health outcomes, including, but not limited to: trainings, communication, education, community outreach strategies, research projects, and advocacy efforts.
 - g) Responsible for utilizing MAVEN, MIIS, and the new local public health data reporting system (currently under development) for tracking public health data for the PHEG Shared Services program and works with the Program Manager and the Shared Services Grant Coordinator to ensure required data management and recording in accordance with Massachusetts Department of Public Health Confidentiality Policy and Procedures.
- 4) Public Health Nursing Services (1.5 FTE) to be shared among the six Municipalities. This position(s) will be hired by the City of Greenfield and the Public Health Nurse(s) will split their services between two or more PHEG partner towns, to be determined. They will work on a regional basis to ensure public health initiatives and disease surveillance and other public health nurses roles as listed in the description. The position provides comprehensive professional public health nursing functions to the public of various towns in the collaborative.
- a) Services and duties will include, but may not be limited to: developing, implementing and conducting a variety of programs and clinics based on policies and guidelines established by the local jurisdictions Board of Health and the collaborative goals. The Public Health Nurse(s) will serve as a resource for education and a referral source for the public, including assisting with public health initiatives, outreach, and training. They will assess the needs of the persons at risk within the community, including infectious disease surveillance, preventative care, immunization and public health clinics, and other activities as deemed appropriate to meet the public health needs for each partner Municipality.
 - b) The Nurse(s) will hold office hours in their assigned Municipalities, to be determined and specified with each partner Municipality.
 - c) Coordinates with the Greenfield Health Department Director, PHEG partner Health Department Directors/Board of Health Chairs (as assigned), and makes sure the Health Department's standing orders are in place and up-to-date. Ensures the CLIA waiver and MCSR forms are up to date as needed.
 - d) Performs varied and responsible department functions requiring independent judgment to ensure compliance with applicable laws, rules, regulations, grant(s) compliance as well as departmental policies, procedures and methods.

- e) Ensure clients records are kept secure and confidential, and maintained consistent with health department policies and procedures and HIPPA standards. Educates clients and families on their rights as related to privacy of medical information.
 - f) Responds to public health emergencies, as required. Provide integrated case management services and coordinates services provided through a multidisciplinary approach collaborating extensively with multiple community agencies and State/Federal agencies.
 - g) Serves as a referral source for health and related social issues, such as substance or domestic abuse, communicable diseases, blood pressure, diabetes or other health assessments; refers residents on an individual basis as necessary to appropriate medical personnel or other services.
 - h) Contacts families via contact tracing. Works to contain disease transmission to the greater populous. Solely responsible for completion of necessary paperwork, which includes local, State and Federal forms. Maintains and keeps all confidential records.
 - i) Assesses the needs of persons at risk. Makes home visits as needed to deliver COVID tests or other medications/tools. Arranges for referrals and support systems.
 - j) Monitors client progress and effectiveness of established care plan in order to modify plan and treatment for the changing client's needs.
 - k) Act as the "health educational coordinator" with the press and electronic media, disseminating information which targets special health concerns affecting the town or City as a community.
- 5) A Shared Services Health Inspector will be responsible for the investigation of complaints of unsanitary conditions, practices, and nuisances affecting the public's health in accordance with local, State and Federal law; specifically, the interpretation, implementation, and enforcement of the Code of Massachusetts Regulations, Board of Health Regulations, Massachusetts General Laws (MGL) and the Town/City Bylaws pertaining to all aspects of Public Health. This role will rotate for coverage of the jurisdiction that is in need. Works under the general direction of the Program Manager and the local Municipal Town Manager or Health Director to which they are assigned. Health Directors of the Municipalities will collaborate with Greenfield for uniform protocols and guidance.
- a) Conducts inspections of restaurants, retail food establishments, temporary food establishments, mobile food, school cafeterias, church kitchens, hotels, motels, bed-and-breakfast establishments, air-BNB's, recreational camps, tanning establishments, body art establishments, public and semi-public swimming pools, and indoor pools and spas to ensure compliance with the local and State code. Acts to eliminate nuisances, unsanitary conditions, sources of filth and air pollution.
 - b) Responds to general complaints, housing issues and nuisances. Issue enforcement orders, send letters for follow-up (if indicated) and conduct re-inspections.
 - c) Enforces the regulations of the local jurisdiction for restricting the sale of tobacco and vaping products and any other regulations that apply.
 - d) Cooperates with State and municipal inspectors in joint investigations and inspections in related fields. This may include: Buildings, fire and police departments, DPW and animal control officers.

- e) Performs timely re-inspections to endure compliance with orders or agreements.
Communicate findings and regulatory provisions to owners, occupants, and property managers.
 - f) Educates community members regarding sanitary procedures and techniques. Promote community interest and cooperation in environmental sanitation.
 - g) Prepares and presents show cause hearings in the prosecution of persistent violators.
 - h) Conducts septic system inspections, perform excavation checks, and review plans required for Title 5 regulations.
 - i) Reviews demolition permits, site plan reviews, building permits and zoning and planning special development permit applications as required.
 - j) Attendance may be required at BOH meetings when an agenda item is related to the Health Inspector's order of non-compliance, at the request of the Director of Public Health/Board of Health.
 - k) Participates in emergency preparedness activities within the local jurisdiction assigned as well as collaborate with other Municipalities.
 - l) Performs necessary administrative duties and any other tasks the Board of Health or the Health Director may assign.
- 6) An epidemiologist will be retained on contract for the PHE Grant. They will advise on infectious disease surveillance and be available to consult with the Municipalities to assist with containing the spread of serious infectious diseases.
- a) Duties may include of collecting data for tests, developing a plan of action, communicating findings to policy makers, and investigating diseases.
- 7) A Shared Services Social Worker will be hired to work with the Municipalities to provide support on a range of issues involving local public health, educating on disease prevention and chronic illness management, working with the elderly and those with long-term health needs, and managing the health concerns of vulnerable people in a community.
- a) They may also assist in analyzing different types of long-term health data to inform policy decisions.
- 8) Additional shared services staff may be hired during the course of the grant as deemed necessary and beneficial to meet the local public health needs of the Municipalities.
- 9) A Shared Nursing Agreement will be developed and negotiated by the City of Greenfield in coordination with member municipalities.
- 10) The municipalities of will receive the following additional services: Shared services staff will receive notebook computers; inspection/permitting software will be available for sharing with Municipalities; training, resources, and other tools will be provided as appropriate.

11) VHSC Internal Governance Best Practices:

- a) Regular, well-attended meetings.
- b) Strong communication/engagement among all member Municipalities.
- c) Adopt and follow practices, policies, and procedures that fit the needs of the group.
- d) Commitment to developing shared services.

12) This document represents the primary “Scope of Services” but is not intended to be all inclusive nor limit the Scope of Services as listed herein.

- a) Shared Services staffing duties, as described above, may be modified to best meet the needs of partner municipalities and/or include additional duties to those listed above.



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301

www.fрта.org Tel: (413)774-2262 Fax: (413)772-2202

ANNUAL MEETING NOTICE

The Advisory Board Of the FRANKLIN REGIONAL TRANSIT AUTHORITY

Thursday, May 18, 2023

4:00 p.m. – 5:30 p.m.

You may join the meeting from your computer, tablet or smartphone at:

<https://us06web.zoom.us/j/81508158740?pwd=YkZWwUpQY3BadmJXTXZWZEFSSiY1QT09>

You can also dial in by your location:

1 (646) 876-9923 (New York), or

1 (301) 715-8592 (Washington D.C.)

Meeting ID: 815 0815 8740

Passcode: 024648

AGENDA

1. Introductions (2 minutes)
2. Review and Vote to Accept Minutes from March 16, 2023 Meeting (3 minutes)
3. Old Business: Maintenance Facility Project Update (5 minutes)
4. Discussion/Update on Access Program and Workforce Transit Program (5 minutes)
5. Discussion/Update on Comprehensive Regional Transit Plan and Weekend Fixed Route Service (5 minutes)
6. Review/Discussion on Advisory Board By-Laws (10 minutes)
7. Update on Fare Working Group (5 minutes)
8. Discussion and Vote on Free Fixed Route Fares or Reinstating Fare Collections (10 minutes)
9. New Business: Update from Finance & Audit Committee (5 minutes)
10. Review and Approve FY 24 Budget (15 minutes)
11. Review and Approve Administrator's Salary (5 minutes)
12. Review and Approve FY 24 Resolution (5 minutes)
13. Nomination/Election of Vice-Chair FY 24-26 (5 minutes)
14. Nomination/Election of Finance and Audit Committee for FY 24 (5 minutes)
15. Transit Advisory Committee Updates (3 minutes)
16. FRTA Updates (2 minutes)
17. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

The Franklin Regional Transit Authority does not discriminate on the basis of disability with the respect to admission to, access to, or operation of its programs, services, or activities. Individuals who need auxiliary aids for effective communication with respect to programs, services, and activities of the Franklin Regional Transit Authority should contact the FRTA Administrative Office at 413-774-2262, toll free 1-888-301-2262.

Montague Capital Improvements Committee

413 863 3200x 126

assistant.townadmin@montague-ma.gov

Date: May 24, 2023

To: Montague Selectboard

From: Capital Improvements Committee (CIC) Chairman Greg Garrison

RE: Advisory Recommendations on ARPA Capital Project Spending

The Selectboard has asked the CIC for advisory recommendations on spending of ARPA capital (non-wastewater) projects. The CIC understands that the Selectboard has targeted approximately \$736,000 to be available for this purpose. The CIC has met on several occasions in April and May to establish a list of 10 potential projects from the Capital Improvement Plan and to prioritize them for funding from this one-off funding source. Projects were generally ranked by CIC members based on timeliness, readiness to proceed, community benefit, and return on investment. On 5/24/2023 the CIC voted 4- 0 to recommend that the Selectboard fund the following capital projects with ARPA funds:

Recommended ARPA Capital Projects from 6 year plan- Facilities- Non-Wastewater

Rank	Project	ARPA Request	Design phase needed?	External funds leveraged	Net project cost	CIP year
1	Town Hall Annex Roof Solar Project	\$ 205,000	no	\$ 61,000	\$ 144,000	2025
2	Old Town Hall Window Replacement	\$ 200,000	yes	\$ -	\$ 200,000	2025
3	Old Town Hall Roof Repair	\$ 50,000	no	\$ -	\$ 50,000	2027
4	Unity Skatepark Lighting Project	\$ 125,000	no	\$ -	\$ 125,000	2024
5 (ALT)	Montague Center Park Playscape Reconstruction	\$ 200,000	yes	\$ 272,000	\$ 472,000	2025

Total cost of recommended projects 780,000

Recommended Capital Project Description and Justifications

Town Hall Annex Roof Solar Project (\$205,000)

This will install a 58 kWh solar panel system on the roof of the Town Hall Annex. It will have the effect of making town hall a (nearly) net-zero building. The flat rubber membrane roof was replaced in 2021 and has excellent sun exposure which makes it an excellent candidate for solar. The town would receive a \$61,000 investment tax credit which would return to the general fund. The project will have an annual positive cash flow of \$8,729 in year one of operation. The project will help offset future budgetary impacts due to rising electricity costs. Additionally, the project would be a highly visible indication of the town's leadership in renewable energy. The project could proceed directly to procurement without the need for a design process and could reasonably be installed in CY2024.

Old Town Hall Window Replacement (\$200,000)

The Old Town Hall/ Library in Montague Center has 14 very old windows that are due for replacement. The cost of replacing the exterior storm windows has approached 50% of the window replacement costs. The new windows will increase energy efficiency, functionality, and aesthetics of the building. The project will require the services of an architect to develop bid specifications and oversee the installation. It is expected that the window casings will need to be abated and replaced. Project could be implemented in CY2024. This capital project was initially proposed by the Libraries for the FY24 Capital Cycle, but the project was withdrawn due to the need for additional study/investigation. The budget figure is very round at this point and will need to be refined with the services of the architect.

Old Town Hall Roof Repair (50,000)

The Old Town Hall is need of spot repair to its slate roof. Repairs were recommended in a 2022 roof assessment completed by Northeast Roof Consultants for the Town. The budget is based on that study. The study did offer an alternative to replace the slate roof at a cost of \$150,000 to \$200,000, but the leading recommendation was to conduct the spot repairs. Project could be implemented in CY2024.

The window and roof repairs represent a comprehensive solution to securing the exterior/envelope of a locally beloved historic building.

Unity Skatepark Lighting Upgrades (\$125,000)

The Parks and Recreation Department intends to improve Unity Skatepark through the installation of sports lighting fixtures. The scope of work involves the purchase and installation of 4 pole mounted LED lights for the park and the installation of an electrical meter. The widely popular skatepark is the most used recreation asset in Montague and it has regional appeal. The limitations of daylight hours leave

many patrons unable to fully enjoy the facility during weekdays after school hours. This has resulted in some patrons bringing their own portable lighting to the park, which is not necessarily a safe practice. The installation of permanent lighting will greatly expand the use of the facility, especially when skating conditions are favorable in the Fall, Winter, and Spring. The town plans to illuminate the park until 9PM from September through Memorial Day and until 10PM through Labor Day. The total budget for the Unity Skatepark Lighting project is \$125,000. The project was initially proposed as an FY24 Capital Project, however, it was not advanced because the scope needed to be refined. Parks was otherwise planning to bring this project to Fall 2023 Special Town Meeting. Further design is not required. Project could be implemented in CY 2024.

Montague Center Park Playscape- ALTERNATE – AS FUNDING ALLOWS (\$200,000)

This project would modernize and reconstruct the Montague Center playground to ADA standards. The ARPA funds would leverage up to \$272,000 in funding from a state PARC grant. A design phase would be required and if funded through PARC, the project may not be implemented until summer 2025. The Parks Department anticipates applying for the grant in July 2023 and requesting a town appropriation in Fall 2023 Special Town Meeting.

Capital projects that were considered, but not recommended for funding:

DPW Roof Solar (\$770,000). The roof has great exposure and is solar ready. The project scored very high, but was not recommended due to the fact that the project would use the entirety of the ARPA budget. It is a substantial project that could have complication with the grid interconnection and the town's existing power purchase agreement with Kearsarge. The town should first pursue a feasibility study.

Town Hall Annex Meeting Room and ADA Bathrooms (\$500,000) This project would construct a new hybrid-ready meeting hall and storage upgrades to meet town hall needs. The space was vacated by DPW in 2020. The actual, updated budget puts the project cost at upwards of \$800,000 and that could change as the project design develops. Additional design consensus or expanded space needs analysis would be beneficial.

Town Hall Parking Lot Reconstruction (\$200,000). This project would repave town hall parking lots. The Lot would be redesigned to improve circulation, reduce impervious surface and treat stormwater. Pavement in poor condition. CIC recognized the need, but felt this is better funded through the town capital budget. Grant funds may be obtainable for low-impact design features that reduce stormwater.

South Ferry Road Culvert Replacement (\$250,000). A design is in process to replace this undersized culvert with an 8x5 box. Since the plan is for the DPW to be the General Contractor on this project, it makes sense to fund this through the town's capital budget

Hillcrest School Parking Lot, driveway, sidewalk rehabilitation (\$460,000). CIC recognizes the need for grounds and circulation improvements at Hillcrest School. The project requires further scoping and the CIC expects to see a capital article request in FY25.

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MAY

LOCAL AID AND FINANCE

31

2023

NLC report: SLFRF funds not affected by debt ceiling agreement

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As the U.S. Congress and the president work to raise (or suspend) the federal debt ceiling, the National League of Cities is reporting that State and Local Fiscal Recovery Funds under the American Rescue Plan Act are not at risk of rescission by the federal government.

The NLC said some local leaders have expressed concerns that SLFRF funds could be clawed back, but this is not the case.

“Any SLFRF funds, even if they have not been spent, are safe, based on NLC discussions with the Treasury Department and Congressional staffers, as well as Office of Management and Budget documents and Congressional Budget Office analysis,” wrote Michael Gleeson, the legislative director of finance, administration and intergovernmental relations at the NLC, in a recent report.

A bill reflecting an agreement struck late last week between House Speaker Kevin McCarthy and President Joe Biden to suspend the nation’s borrowing limit through January 2025 is expected to be taken up by Congress this week, before the federal government would hit the debt ceiling on June 5. In addition to suspending the limit, the agreement would restrain the growth of federal non-defense discretionary spending over the next two years.

Gleeson said negotiators were considering rescinding ARPA funds that have not yet been obligated by multiple federal agencies, including the Federal Emergency Management Agency and the Federal Communications Commission. But since the Treasury Department has already sent all SLFRF funds to local governments, those funds are already considered obligated for federal budgeting purposes, even if they have not been spent by municipalities.

The obligation of the funds by the federal government is separate from the process of municipalities obligating the funds they have already received, Gleeson said. The debt ceiling agreement does not have any impact on the ARPA deadlines for spending local

Because the federal government runs budget deficits, it must borrow money to pay its bills. The debt ceiling caps the amount of money that the government is authorized to borrow to fulfill its financial obligations.

Written by [John Ouellette, Publications & Digital Communications Manager](#)

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**Massachusetts Department of Environmental Protection
Gap Grant Funding for Energy Efficiency and Clean Energy Projects
At Drinking Water and Wastewater Facilities**

Scope of Work - Amended May / June 2023

For the Town of Montague, Water Pollution Control Facility (WPCF)

The TOWN of Montague, Water Pollution Control Facility (WPCF) (the “Grantee”) is the owner and operator of a Wastewater facility at 34 Greenfield Road in Montague, MA. The Grantee submitted an application for Gap Grant Funding for Energy Efficiency and Clean Energy Projects at Drinking Water and Wastewater Facilities to the Massachusetts Department of Environmental Protection (MassDEP) by the deadline of November 30, 2017 to fund, in part, Solar Array at Water Pollution Control Facility. Due to uncertainty and availability of SMART program solar incentives in Eversource West Territory, the original solar project is not feasible for the town. Therefore, a revised Gap II project- **Replace Aeration Blowers and Master Control Panel Project** - was re-submitted to MassDEP in May 2021. Due to operational project delays and engineering optimization recommendations (Wright-Pierce technical memorandum) to install the new energy-efficient aeration blowers and master control panel upgrades in combination with the conversion of the existing inefficient coarse bubble aeration process to a more energy-efficient, integrated fine bubble diffuser system, this scope of work is being updated and amended. MassDEP awarded the Grantee a grant for \$150,000 for the original Project Application (November 2018), which will be applied to the Grantee’s revised (May 2023 revised scope of work and deliverables below). All work on this project shall be completed by **June 30, 2025**, unless otherwise approved, in writing, by MassDEP.

I. PROJECT TITLE: Replace Aeration Blowers and Master Control Panel at the Water Pollution Control Facility

II. PROJECT MANAGER and POINT OF CONTACT

Town of Montague: Chelsey Little, Superintendent; 413-773-8865; wpcf.supt@montague-ma.gov

Wright-Pierce: Lisa M. Muscanell-DePaola, Engineering Consultant, 860-852-1912;
lisa.muscanell@wright-pierce.com

III. PROJECT SUMMARY

The Montague WPCF currently has three multi-stage centrifugal blowers used to supply air to the two aeration tanks; two rated at 2,000 scfm with 100 HP motors and one rated at 1,000 scfm with a 50 HP motor. The existing centrifugal aeration blowers have reached their end of life and require replacement. The replacement aeration blowers to be installed at the WPCF are expected to be more energy efficient than the current aeration blowers and will be sized to operate with the existing coarse bubble air diffusers as well the future fine bubble air diffusers to be installed in the future. The use of positive tri-lobe blowers or hybrid screw compressor blowers should provide increased energy efficiency, saving approximately 150,000 kWh and \$18,000 annually, and a larger operating range with greater turndown capabilities compared with the existing centrifugal blowers.

The revised project will replace the existing blower control system with a new Master Control Panel and will replace two of the three (2, 100 horsepower & 1, 50 HP) existing Torin Centrifugal blowers to maintain a specific Dissolved Oxygen in the two Aeration Tanks.

IV. GRANTEE RESPONSIBILITIES

The Grantee will take the following steps in pursuit of the project. All steps should be completed by June 30, 2025.

1. Secure project funds for revised project.
2. Design and develop bidding documents.
3. Contract for construction / installation (“Procure Equipment”)
4. Verify and document all electric and/or gas utility financial incentives or grant contributions for eligible energy efficiency or renewable energy projects.
5. Secure all appropriate federal, state, (MassDEP and others), local, and energy utility permit and approvals required for project implementation.
6. Complete an outreach component of the project as described below.

Grant funds will only be expended for items identified in the budget below unless the Grantee has received prior written approval from MassDEP for alternate uses.

V. SCOPE OF WORK AND DELIVERABLES

Task One: Project Funding

Completion Date: June 2023

DESCRIPTION: Secure and encumber project funds for the integrated aeration blower, controls, and fine bubble conversion upgrades.

Subtasks or Deliverables will include: Appropriation / approval of capital funds

Task Two: Design and develop bidding documents

Completion Date: November 2023

DESCRIPTION: Write technical specifications for equipment procurement and develop drawings for upgrades.

Subtasks or Deliverables will include: Solicit updated quotes for efficient blowers and controls equipment replacement for integration with new fine bubble diffuser system upgrades.

Task Three: Procurement of equipment package

Completion Date: December 2023

DESCRIPTION: Write RFP, distribute RFP for bids, bid opening and evaluation.

Subtasks or Deliverables will include: Review bid packages, provide recommendation, and award control / purchase order.

Task Four: Demo and install new aeration control and blowers

Completion Date: December 2024

DESCRIPTION: Contractor to complete all necessary permitting and equipment installation required for upgrades.

Subtasks or Deliverables will include: Town of Montague Clean Water Facility staff to complete equipment installation required for upgrades. Start-up and commissioning of the upgrades to ensure the plant upgrades are working as designed.

Task Five: Verify and document all electric utility financial incentives or grant contributions for eligible energy efficiency projects

Completion Date: February 2025

DESCRIPTION: Coordinate with Eversource and Demand Management Institute (DMI)

Subtasks or Deliverables will include: Obtaining and review shop drawing submittals before equipment is released for production and delivery.

Task Six: Complete outreach/ communication component **Completion Date: February 2025**

DESCRIPTION: A project fact sheet will be posted on the town website and on social media (Facebook). The CWF Superintendent will provide updates to the Montague Selectboard and Sewer Commission on a consistent basis.

Subtasks or Deliverables will include: Prepare, post and distribute a project fact sheet.

Task Seven: Reporting

Completion Date: February 2025

DESCRIPTION: Based on the schedule above, the town of Montague will provide quarterly progress reports to MassDEP as needed. A final project report will be submitted to MassDEP highlighting the operational, energy, cost, and environmental benefits of the project.

Deliverables will include: Timely submission of quarterly progress and final report submission

1. The Grantee shall provide quarterly progress reports to MassDEP on tasks identified in Section III - Scope of Work and Deliverables noted above. Progress reports can be submitted electronically to MassDEP's Clean Energy Results Program (CERP) contact: Michael DiBara, Project Manager, michael.dibara@state.ma.us, 508.767.2885.
2. The Grantee shall provide a final report to MassDEP's CERP contacts above within 60 days of the completion of project construction and commissioning of the treatment works system, including a demonstration that the project and treatment works are operating as designed.
3. The Grantee shall enter facility energy data into MassEnergyInsight (MEI) – a web-based no cost energy tracking tool for municipalities (<https://www.massenergyinsight.net/home>)

VI. USE OF GRANTS

The grant funds shall be used as follows:

Expense Category/Description	Total Estimated Cost	Grantee Cost (minimum 10% cost share)	Funding from Other Sources	Gap Grant Award	Start Date	Completion Date
Aeration Blower Equipment and Controls Replacement	\$ 250,000	\$100,000 (see note 2)	Eversource Efficiency Incentives (see note 1)	\$150,000	June 2023	February 2025
Totals	\$250,000	\$100,000	\$ TBD	\$150,000		

Notes:

1. The Eversource Efficiency Incentive Funding will be confirmed for the integrated energy efficiency blower replacement and fine bubble diffuser aeration system upgrades.

V. BUDGET / SCOPE CHANGES

Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this contract.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Mass DEP MMARS Department Code: EQE	
Legal Address: (W-9, W-4): 1 Avenue Ave., Turners Falls, MA. 01376-1128		Business Mailing Address: 100 Cambridge Street 9th Floor Boston, MA 02114	
Contract Manager: Chelsey Little, Superintendent	Phone: 413-773-8865	Billing Address (if different):	
E-Mail: WPCF.SUPT@montague-ma.gov	Fax: N/A	Contract Manager: Danah Tench	Phone: 617-733-3998
Contractor Vendor Code: VC6000191893		E-Mail: Danah.Tench@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EQE 1000 TOWNOFMONTAGUEWSTWTR	
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u>X</u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2023</u> . Enter Amendment Amount: \$ <u>no change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services ___ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended) \$150,000 .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) REPLACEMENT OF AERATION BLOWERS AND MASTER CONTROL PANEL AND PROGRAMMING			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bawa Wavezwa</u> Print Title: <u>Director, Fiscal Management</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME: TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard Kuklewicz	Selectboard Chair
Steven Ellis	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Selectboard Chair

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME: TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893**

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

**I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:**

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

**I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:**

_____, 20 ____.

AFFIX CORPORATE SEAL



Franklin Regional Council of Governments

AMENDMENT #1
to the
MEMORANDUM OF UNDERSTANDING (MOU)
by and between the
Franklin Regional Council of Governments
and the
Town of Montague
for
**Legal Services related to the FERC Relicensing of the
Northfield Mountain and Turners Falls Hydroelectric Facilities**

As allowed by ARTICLE 4 of the Memorandum of Understanding executed on August 25, 2022 between the Franklin Regional Council of Governments (FRCOG) and the towns of Gill, Erving, Montague and Northfield hereby amend the terms of the Agreement, effective June 1, 2023:

1. Amendment to ARTICLE 2 - TERM OF THE MEMORANDUM OF UNDERSTANDING: Extend the term of the MOU until September 30, 2024 to provide additional legal services related to the FERC relicensing of the Northfield Mountain and Turners Falls hydroelectric facilities.
2. Amendment to ARTICLE 3 - PAYMENTS TERMS: Montague will contribute an additional \$2,500 for legal services. This will bring the total contribution of Montague to \$5,000. Any unspent funds received from Montague remaining on September 30, 2024 will be distributed to Montague.
3. Amendment to ARTICLE 3 - PAYMENTS TERMS: The FRCOG financial contribution toward FERC legal services will be determined by renegotiation and extension of scope of services with Attorney Ronald Shems of Tarrant, Gillies & Shems, and is contingent on the approval and appropriation of additional funding by the FRCOG Council.

All other provisions of the original Memorandum of Understanding remain in effect.

IN WITNESS thereof, the FRCOG and the Town have executed this AMENDMENT as of the date above written:

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

Linda Dunlavy, Executive Director

Date

TOWN OF MONTAGUE

Select Board, Chair

Date

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For FRCOG Use Only

MOU Amendment Reviewed by Finance: _____ Account Line # 01-003-4800

MOU Amendment Reviewed by Procurement: _____

